

No. 11(112)-3Lab-79/5876.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workman and the management of M/s Globe He Fabs Thermal Side Faridabad :—

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 42 of 1979

Between

SHRI ADHIKARI WORKMAN AND THE MANAGEMENT OF M/S GLOBE HE FABS,
THERMAL SIDE, FARIDABAD

Present :—

Shri R. L. Sharma, for the workman.

Shri K. P. Agrawal, for the management.

AWARD

By order No. 2430, dated 12th January, 1979, the Governor of Haryana referred the following dispute between the management of M/s Globe He Fabs, Thermal Side, Faridabad, and its workman, Shri Adhikari, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act.

Whether the termination of services of Shri Adhikari was justified and in order? If not, to what relief is he entitled?

On receipt of the order of references, notices were issued to the parties. The parties appeared. The workman filed his statement of claim. The management filed written statement. The case was fixed for filing rejoinder by the workman. But today neither the workman appeared nor his representative. It seems that the workman is not taking interest in pursuing his dispute. I, therefore, give my award that there is no dispute between the parties.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Dated, 28th May, 1979.

Endorsement No. 448, dated 1st June, 1979

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 11(112)-3Lab-79/5877.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workman and the management of M/s Bansal Agriculture, 13/1, Mathura Road Faridabad :—

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, HARYANA, FARIDABAD

Reference No. 73 of 1977

Between

SHRI RAMESH KUMAR WORKMAN AND THE MANAGEMENT OF M/S BANSAL
AGRICULTURE, 13/1, MATHURA ROAD, FARIDABAD

Present :—

Workman in person.

Shri J. N. Bansal, for the management.

AWARD

By order No. ID/FD/192-77/22663, dated 9th June, 1977 the Governor of Haryana referred the following dispute between the management of M/s Bansal Agriculture, 13/1, Mathura Road, Faridabad, and its workman Shri Ramesh Kumar, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Ramesh Kumar was justified and in order ?
If not, to what relief is he entitled ?

On receipt of the order of references, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, the following issue was framed on 1st February, 1978:—

1. Whether the termination of services of the Workman concerned was justified and in order? If not, to what relief is he entitled?

And the case was fixed for the evidence of the management. The management examined one Shri J. N. Bansal and closed their case. Then the case was fixed for the evidence of the workman. The workman examined himself as his own witness and closed his case. Then the case was fixed for arguments. At this stage the management applied for adducing additional evidence, which application was dismissed and the case was fixed for arguments. At this stage the parties negotiated a settlement and finally the settlement was arrived at, according to which the workman has received a sum of Rs 400 only in cash before this Tribunal from the management and gave up his right of reinstatement or re-employment and stated that the dispute has been settled fully and finally and there remains no dispute thereafter. I, therefore give my award that there is no dispute between the parties at present as the workman has already received a sum of Rs 400 only.

NATHU RAM SHARMA,

Dated 29th May, 1979.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 441, dated 1st June, 1979

Forwarded (four copies) to the Secretary, to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 11(112)-3Lab-79/5878.—In pursuance of the provision of section 17 of the Industrial Disputes Act 1947, (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workman and the management of M/s Radhika Rubber Products Private Ltd., Sector 6, Faridabad:—

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, HARYANA, FARIDABAD

Reference No. 414 of 1978

Between

SHRI LAL BAHADUR WORKMAN AND THE MANAGEMENT OF M/S RADHIKA
RUBBER PRODUCTS PVT. LTD., SECTOR 6, FARIDABAD

Present.—

Shri P. K. De, for the workman.

Shri R. C. Sharma, for the management.

AWARD

By order No. ID/FD/69-78/41549, dated 13th September, 1978 the Governor of Haryana referred the following dispute between the management of M/s. Radhika Rubber Products Pvt. Ltd, Sector 6, Faridabad and its workman Shri Lal Bahadur, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri. Lal Bahadur was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties the following issues were framed on 17th January, 1979 :—

1. Whether the workman absented himself ? If so, for what period and to what effect ?
2. Whether the termination of services of the workman was justified and in order ?
3. If not to what relief is he entitled ?

And the case was fixed for the evidence of the management. It was at this stage that a settlement was arrived at between the parties, according to which the workman has received all his dues in full and final settlement of his dispute. I, therefore, give my award that there is no dispute between the parties at present.

Date the 28th May, 1979.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 451, dated the 1st June, 1979

Forwarded (four copies) to the Secretary to Government Haryana, Labour and Employment Departments Chandigarh as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 11(112)3Lab-79/5879.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal Faridabad. in respect of the dispute between the workmen and the management of M/s. Delhi Spun pipe, Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD.

Reference No. 16 of 1979

between

SHRI KEDAR NATH WORKMAN AND THE MANAGEMENT OF M/S. DELHI SPUN
PIPE, MATHURA ROAD FARIDABAD.

Present. —

Shri Pasham Singh, for the workman.

Shri K. P. Agarwal, for the management.

AWARD

By order No. 243-78/936, dated 6th January, 1979 the Governor of Haryana referred the following dispute between the management of M/s. Delhi Spun Pipe, Mathura Road Faridabad and its

workman Shri Kedar Nath, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Kedar Nath was justified and in order ?
If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The dispute stands settled. The workman has received a sum of Rs. 576.75 from the management in full and final settlement, which is admitted by the representative for the workman. The workman has forgiven his right of reinstatement or re-employment, if any. The representative for the workman also admits the settlement and the said receipt which I have seen in the file of the representative for the management. I, therefore, give my award that there is no dispute between the parties.

Dated 28th May, 1979.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 449, dated 1st June, 1979

Forwarded (four copies) to the Secretary to Government Haryana, Labour & Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 11(112)3-Lab-79/5880.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s Consolidated Plastic Pvt. Ltd., Plot No. 35, Sector 6, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 122 of 1977

between

THE WORKMEN AND THE MANAGEMENT OF M/S CONSOLIDATED PLASTIC PVT. LTD.,
PLOT NO. 35, SECTOR-6, FARIDABAD

Present.—

Shri Roshan Lal Sharma, for the workmen.

Shri K. P. Agrawal, for the management.

AWARD

By order No. ID/FA/77-C/28219, dated 29th July, 1977 the Governor of Haryana referred the following disputes between the management of M/s Consolidated Plastic Pvt. Limited, Plot No. 35, Sector-6, Faridabad, and its workmen, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

(1) Whether the workmen are entitled to the grant of bonus for the year, 1975-76 ? If so, with what details ?

(2) Whether the workmen are entitled to any increase in tea allowance ? If so, with what details ?

On receipt of the order of references, notices were issued to the parties. The parties appeared and filed their pleadings. The management pleaded a settlement under section 12(3) of the Industrial Disputes Act which is Ex. M-1. The representative for the workmen pleaded a promise on the part of the management outside the settlement that the management had made a compromise to take back the workmen on duty when the factory re-started functioning stating that it was a term of a settlement. On the pleadings, the following issues were framed on 13th March, 1978:—

(1) Whether the management made a promise to take back on duty the workmen under the settlement when the factory restarted functioning ?

(2) Whether the factory is working now ?

And the case was fixed for the evidence of the workmen. The workmen examined one Shri Jai Pal as WW-1 who stated that settlement M-1 was not read-over nor explained to him and that the Labour Officer-cum-Conciliation Officer was not present and he was not supplied a copy of the settlement. But the factory was closed. Thereafter the factory started functioning. He could not see whether they received all as per the settlement. He also stated that he did not know as to what was the settlement. He admitted his signature on it as well as on receipt. The workmen closed their case. Then the case was fixed for the evidence of the management. The management examined their representative and another Shri S. K. Verma their Production Manager

and closed their case. Then the case was fixed for arguments. Arguments have been heard. I, now give my findings issueswise :—

Issue No. 1.—I have gone through the settlement. There is no such promise on the part of the management that they shall take the workmen on duty after when the factory re-started functioning. Moreover the workman himself has stated that he did not know as to what was the settlement and whether the workmen received all the dues under the settlement or not. He had admitted his signatures on the receipt, as well as, on the settlement. I have seen all the receipts as well as the certificates which the management has granted to each individual workman. Receipts bears proper revenue stamps. They are for the amounts more than Rs. 2,000 to some workmen, for the less amount to others. The receipts prove payment and forgo the right of reinstatement and re-employment. Moreover the workmen have received certificate of their work also reading that his work and conduct was found satisfactory. The receipt witnesses full and final payment. The settlement reads that bonus for the year 1976 shall be paid at 8.33% and for 1977 as and when declared and amount in lump sum shall be paid to the workmen which shall include earned wages, leave, bonus, Gratuity, retrenchment compensation, without notice etc. and the workmen shall have no right of reinstatement or re-employment and the workmen shall withdraw this dispute. The workmen shall also be paid 10 days wages as Ex-Gratia as gesture of goodwill. The management have placed on file 14 receipts admitted by the workmen. Moreover the management have proved the settlement and the workmen could not prove that the management had agreed to take them back on duty after the factory re-started functioning. I, therefore, decide issue No. 1 against the workmen.

Issue No. 2.—Issue No. 2 is not in dispute as the management had admitted that the factory was working. As a result of the findings on the issues, I give my award that the workman are entitled to the grant of bonus for the year 1975-76 as per the settlement at 8.33%. The workman have received the amounts shown in the receipts Ex. M-2 to M-16. As far as dispute No. 2, tea allowance is concerned, the settlement has not granted anything as tea allowance. The settlement has resolved the dispute, hence I give my award that there is no dispute at present between the parties.

Dated the 28th May, 1979.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 447, dated 1st June, 1979.

Forwarded (four copies) to the Secretary to Government Haryana Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana Faridabad.

No. 11(112) 3-Lab-79/5881.—In pursuance of the provisions of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s Colts Engineering Industries, Plot No. 36, Industrial-cum-Housing Estate, Sector 4, Ballabgarh :—

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD
Reference No. 114 of 1976

between
SHRI NIHAL SINGH CHANDEL WORKMAN AND THE MANAGEMENT OF M/S COLTS ENGINEERING INDUSTRIES, PLOT NO. 36, INDUSTRIAL-CUM-HOUSING ESTATE, SECTOR 4,
BALLABGARH

Present.—

Shri R. C. Sharma, for the workman.
Shri H.R. Dua, for the management.

AWARD

By order No. ID/FD/794-B-76/21574, dated 23rd June, 1976, the Governor of Haryana referred the following dispute between the management of M/s Colts Engineering Industries, Plot No. 36, Industrial-cum-Housing Estate, Sector-4, Ballabgarh and its workman Shri Nihal Singh, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Nihal Singh Chandel was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties the following issues were framed on 1st February, 1977 :—

- (1) whether the termination of services of the workman concerned was justified and in order ?
If not, to what relief is he entitled ?
- (2) whether the workman raised the demand with the management directly ?
- (3) if issue No. 2 is not proved, whether the reference is bad in law ?

(4) whether Nihal Singh Chandel is not a workman within the meaning of Industrial Disputes Act ?

(5) Whether the workman concerned was doing any other business during the period of his employment with the management ? If so, with what effect ?

And the case was fixed for the evidence of the workmen on issue No. 2. The workman did not lead any evidence on issue No. 2. Then the case was fixed for the evidence of the management. The management examined Shri Dharam Singh a Clerk in the office of Chief Inspector of Factories as MW-1. Shri Lal Chand a clerk in the office of the Excise and Taxation Office, Faridabas as MW-2, Shri Balwant Singh clerk, Oriental Bank of Commerce Faridabad as MW-3, Shri Chatru Mal Garg as MW-4. The workman also made a statement on 15th March, 1978 who admitted his signatures on Exhibit M-14 to M-35 and that the bills Exhibit M-3 to M-12 were in his hand writing and his younger brother was running a shop and he had prepared those bills honorarily, as his brother was not well read. The workman stated that he had no concern with that shop and he was neither a partner. He denied any income from that shop. The management also examined Shri Pushpinder Singh as MW-5. The management proved certain documents and closed their case. Then the case was fixed for the evidence of the workman. The workman examined Shri Mansa Ram an Assistant in the office of Chief Inspector of Factories as WW-1, himself as WW-2, Shri Brij Nath a workman of another concern as WW-3 and closed his case. Then the case was fixed for arguments. Arguments were heard at length. First of all, I shall decide issues No. 2, 3 and 4 and then shall decide other issues, i.e. number 1 and 5.

Issue No. 2.—The workman raised the demand on 1st January, 1976 as per the date of the demand notice. I, therefore, decide this issue in favour of the workman. Demand notice is addressed to the Manager of the management.

Issue No. 3.—Issue No. 2 has been proved, hence also the reference is not bad in law. Even otherwise, the reference is not bad. As raising of demand by demand notice, not served on the management directly has been well settled by the highest Tribunal of the land in favour of the workman.

Issue No. 4.—The management has examined as many as five witnesses. MW-1 clerk in the office of the Chief Inspector of Factories who has proved a form of Exhibit M-1 under the Factories Act. In this form Shri Nihal Singh Chandel has been described as Manager of the Factory for the purposes of the Act. It bears the signatures of Shri Nihal Singh Chandel also at point "B". It is proved that Shri Nihal Singh was working as a Factory Manager. MW-2 is a clerk, Excise and Taxation Office, Faridabad who has proved some forms of the department. MW-3 is a clerk of Oriental Bank of Commerce, Faridabad who has proved the accounts of M/s Shalender Electrical Works as concern of Shri Nihal Singh Chandel, although according to him, belonging to his brother. MW-4 is a partner of another management named M/s Super Casting who has deposed that he got some electrical works from M/s Shalender Electrical Works and Shri Nihal Singh had gone to him for receiving orders and had received payments of the bills from him. Moreover this concern M/s. Super Casting was in the neighbourhood of the management named M/s. Colts Engineering. This also proved that Shri Nihal Singh Chandel was running another business in the name of M/s. Shailendra Electric Works. Shri Nihal Singh himself has admitted the bills Exhibit M-3 to M-12 and his signatures on Exhibit M-14 to M-35 and his signatures at point B on Exhibit M-1 but he has stated that M/s. Shailendra Electric Works was owned by his brother. He was doing the work of his brother's shop honorarily. MW-5 is an owner of another concern who has deposed that Shri Nihal Singh Chandel was the Manager of the factory. This witness formerly belonged to the management. He deposed that Shri Nihal Singh Chandel was the only officer in the factory of the management and he used to call him "Manager Sahib" when he was looking to the personal work of Shri Chauhan in Delhi office of the management. There are several documents which are signed by Shri Nihal Singh Chandel. Exhibit M-4 to M-35 are the applications for leave. Some of which have been granted by Shri Nihal Singh Chandel and others have been recommended for sanction. Which clearly prove that Shri Nihal Singh Chandel was working as an officer and was granting leave and was deciding whether leave should be granted with pay or without pay, as he has endorsed such remarks without pay". Exhibit M-3 to M-11 are the bills in the name of M/s Shailendra Electric Works which are in the name of Shri Nihal Singh as admitted by him which also goes to prove that he was running another business also in the name of M/s Shailendra Electric Works. It is now an excuse that he has taken in this case in order to suit his defence, that this work was owned by his brother. Shri Nihal Singh also appeared as his own witness who deposed that he was working in another factory of the management which is situated in Sector-4 but this testimony of his does not bear any credence, as Exhibit M-1 gives the address of the factory different from sector-4. It gives plot No. 101, Sector-6. Shri Nihal Singh Chandel is silent in his examination-in-chief as regards M/s Shailendra Electric Works but in cross-examination he has admitted that Shailendra is the name of his son and he has admitted all the bills to be in his hand on which M/s Shailendra Electric Works is printed. The name of his brother is Shri Udaibeer Singh as stated by him who has not been produced by him. The inference goes against him. Then another witness of the workman named Shri Brij Nath Singh WW-2, deposed that Shri Nihal Singh Chandel was working in Sector number four. He has admitted that his services were terminated and was drawing Rs. 426 from M/s Super Alloys Casting. He admitted his signatures on the original vouchers which are Exhibit M-36 to M-62 which are in the name of Airawat Transport System New Delhi. As per my above discussions of evidence oral, as well as documentary I decide issue No. 4 against the workman and in favour of the management holding Shri Nihal Singh as Officer, Factory Manager, using discretionary powers in granting leave and other matters. Even Shri Nihal Singh, accepted a request of a workman,—vide Exhibit M-16 for paying him fully and finally.

Issue No. 5.—There is much evidence on the file, rather overwhelming documentary and un rebutted which go to prove that Shri Nihal Singh was doing a other business also in the name of M/s. Shailendra Electric Works, at Faridabad. It cannot be believed that this concern was owned by his brother. Even he has not produced his brother in witness box and Shailendra is the name of his son as admitted by him. All the bills are in his

hand and MW-4 has deposed that Shri Nihal Singh Chandel used to receive payment from him and submitting bills to him. I, decide issue Number 5 in favour of the management.

Issue No. 1.—Issue No. 1 does not arise as I have held that Shri Nihal Singh Chandel is not a workman as defined under the Industrial Disputes Act and hence the reference is bad and the question of justifiability or otherwise termination of his services cannot be gone into by me.

As a result of my findings on the issues, I answer the reference and give my award that Shri Nihal Singh Chandel is not a workman as defined under the Industrial Disputes Act and he is not entitled to protection of the said Act. He is not entitled to any relief. Industrial Disputes Act is no bar to termination of his services.

Dated the 31st May, 1979.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 456, dated 4th June, 1979

Forwarded (four copies) to the Secretary to Government, Haryana, Labour & Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 11(112)3 Lab-79/5882.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the presiding Officer, Industrial Tribunal Faridabad in respect of the dispute between the workman and the management of M/S Delhi Faridabad Textile Pvt. Ltd., Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 86 of 1977

between

SHRI GAINENDER SINGH WORKMAN AND THE MANAGEMENT OF M/S. DELHI FARIDABAD
TEXTILE PVT., LTD., MATHURA ROAD, FARIDABAD.

Presents.—Shri Amar Singh Sharma, for the workman.
Shri R.C. Sharma, for the management.

AWARD

By order No. ID/FD/2098-A-77/23201, dated 14th June, 1977 the Governor of Haryana referred the following dispute between the management of M/s. Delhi Faridabad Textile Pvt. Ltd. Mathura Road Faridabad and its workman Shri Gainender Singh, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Gainender Singh was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties the following issues were framed on 2nd December, 1977:—

1. Whether the workman concerned is an employee of the management?
2. If issue No. 1 is proved in the affirmative Shri Gainender Singh was justified and in order? If not, to what relief is he entitled?

And the case was fixed for the evidence of the workman. The workman examined himself who stated that he was employed by the management. The workman proved as several documents in support of his case. The workman closed his case. Then the case was fixed for the evidence of the management. The management examined Shri Vijay Parkash Time-Keeper as MW 1 and closed their case. Then the case was fixed for hearing of arguments. Arguments were heard. I now give my findings issuewise:—

Issue No. 1.—It is admitted fact that several concerns named such as Vinita, Jaipur Textile, Nandini, Brar Cloth are working within one premises, according to the workman they are all like departments of the management. According to the management they are all different and independent concern. Vinita is also a department of Delhi Faridabad Textile according to the workman. MW 1 was concealing truth from the court while in witness

box and was not giving straight answers and was entering into arguments with his cross examiner. The documents placed on file by the workman go to prove the case of the workman. The workman has produced Ex. W-1 W-2, W-3, and W-4, the attendance gate passes, which bear the name of the management on their head as Delhi Faridabad Textile. The management might say that Delhi Faridabad Textile might be written by anybody in order to connect these passes with the management. But the signatures on these gate passes are of the persons who had connection with this management. These gate passes are signed by one Shri V.K., R.C., Sharma etc. They also bear the seal of the Manager which is read as arora. These gate passes have been connected with the management by the cross-examination of MW-1, MW-1 denied that there was a person named Shri Shekhar Arora as Personnel Officer but the attendance register disclosed that he was Personnel Officer in the month of March and April, 1977. His name appears as such in the register till May 1978 when he left the services. Then this witness MW-1 had to admit that Shri Shekhar Arora worked for about a year with this management. This MW-1 first of all concealed this fact from the court but when the register revealed, he had to admit. Thereafter he even could not deny the signatures of Shri Shekhar Arora on Ex. W-1 to W-4. Then he admitted that Shri R.C. Sharma was also a timekeeper in this management and similar Shri B.S. Arora was also in personnel department and names of these two persons also found place in the register brought by him. I have seen Ex. W-1 to W-4, the attendance gate passes. They bear the seal of Shri Arora and the signatures of Shri R.C. Sharma. Then there is a letter Ex. W-26. By this the workman addressed to the management dated 3rd March, 1977 which also proves that the workman was employee of this management which was sent to the management by registered post. Then there is another letter Ex. W-28 from this workman to the management dated 30th March, 1977. It is demand notice sent by registered letter. Postal receipts are Ex. W-29 and W-31. Ex. W-30 is also a letter from the workman to the management dated 13th March, 1977. Then there are overtime cards by which the workman has received overtime. These are several in number and on these cards V.T. (indicating to me Vinita Textile has been shown as a department) which corroborates the version of the workman. By this documentary evidence issue No. 1 is proved in favour of the workman.

Issue No. 2.—The management had denied that the workman was ever their employee and had taken a false plea for taking undue advantage by the fact of running their several concerns in one premises, but that plea has not found favour with me and I have held that the workman was an employee of the management under issue No. 1. It is clear that it was the management who terminated the services of the workman and the termination of his services was not justified. I, therefore, decide issue No. 2 against the management.

As a result of my findings on the issues, I answer the reference and give my award that the termination of services of the workman Shri Gainender Singh was neither justified nor in order. He is entitled to be reinstated with continuity of service and with full back wages. I set aside his termination of service and order accordingly.

Dated 31st May, 1979.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 457, dated 4th June, 1979.

Forwarded (four copies) to the Secretary to Government, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 11(112) 3 Lab-79/5883.—In pursuance of the provision of section 17 of the Industrial Disputes Act 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s Suneel Timbers, 16/5, Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 156 of 1977

between

**SHRI DEEN MOHAMMAD WORKMAN AND THE MANAGEMENT OF M/S SUNEEL TIMBERS,
16/5, MATHURA ROAD, FARIDABAD**

Present.—Shri C. L. Oberai, for the workman.
Shri A.J.S. Chadha, for the management.

AWARD

By order No. ID/FD/336-77/40211, dated 20th September, 1977 the Governor of Haryana referred the following dispute between the management of M/s. Suneel Timbers 16/5, Mathura Road Faridabad and its workman Shri Deen Mohammad, to this Tribunal, for adjudication, in exercise of the powers conferred by clause(d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Deen Mohammad was justified and in order ? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties following issues were framed on 18th January, 1978:—

1. Whether the workman concerned remained absent for more than 10 days and thereby, lost the lien ?
2. Whether the termination of services of Shri Deen Mohammad was justified and in order ? If not, to what relief is he entitled ?

And the case was fixed for the evidence of the management. The management examined Shri Vishwa Nath, Shri Nanu Lal, Shri Gopi Ram as MW-1, MW-2, MW-3 and closed their case. Then the case was fixed for the evidence of the workman. The workman examined Shri Bahadur Chauhan as WW-1, Jiwan Dass as WW-2, Shri Deen Mohammad workman as WW-3 and Shri Inderjeet Photographer as WW-4 and closed their case. Then the case was fixed for arguments. Arguments have been heard, I now give my findings issueswise:—

Issue No. 1.—MW-1 stated that he leased 900 yards of land to the management on 1st April, 1973 alongwith machines installed thereon. The building was already constructed. Electric power was there. He produced a copy of the contract Exhibit M-1. He further stated that the contract was terminated on 31st March, 1975 and he recovered possession of the land, building and machinery in May 1977. Thereafter he gave these premises together with machines and electric connection to another concern named M/s. Manoj Trading Company at a premium of Rs. 550 and produced a copy of its contract Exhibit M-2. M/s Suneel Timber have wound up their business on his land and have no connection now what so ever. MW-2 is the owner of Manoj Trading Company who began to run his business on the premises on which the business of Suneel Timber was being run previously. He also proved Exhibit M-2 which is contract deed. In cross-examination he admitted that Prem Chand is his relative and he was also a partner in Sunil Timbers in the year 1973. He denied that Shri Prem Chand was still a partner and owner in Manoj Trading Company. MW-2 admitted that two workers of Sunil Timber were working with him in Manoj Trading Company whose names are S/Shri Prema, Ram Nath and names of new workmen are S/Shri Mithai Lal and Chota Lal. MW-3 Shri Gopi Ram the proprietor of M/s. Sunil Timber appeared who also corroborated the statement of MW-1 and MW-2 and stated that Shri Prem Chand was his partner. The partnership had ended in November, 1976. The workman concerned was working after dissolution of partnership with Shri Prem Chand and he was maintaining the attendance register from which he deposed that the workman absented from 17th May, 1977 till the end of that month. He produced an extract of the register Exhibit M-3. He also wrote several letters to the workman Exhibit M-4 and M-5 by postal certificate Exhibit M-6 and M-7. The workman had received an advance of Rs. 1,300 on 4th May, 1977. He produced its vouchers Exhibit M-8 and identified the thumb mark of the workman. He proved an entry in the cash book Exhibit M-9. The workman never turned up after absenting himself. His business came to an end in May, 1977 and he is not doing any business rather winding up his business in order to clear debts and credits. He proved other documents also. He stated that he had no connection with M/s. Manoj Trading Company. Previously also his partner had advanced a sum of Rs. 1,000 to this workman in 1973 which had been paid off. In cross-examination he stated that he had informed the Factory Inspector and Labour Officer regarding closure of his business, copy whereof is Exhibit W-1.

WW-1 Shri Bahadur Chauhan stated that he was helper to the workman. He had already left the services of the management in June, 1977 and the workman was turned out of service in June, 1977. He stated that he was not happy with the management because he was getting less wages. He stated that S/Shri Prema and Ram Nath were still working there. WW-2 is Jiwan Dass who worked with the management till 1970. Thereafter he joined M/s. Escorts and at that time the workman and one Shri Bipin were in the employment of this management. He deposed that he was not present at the time when the workman Shri Deen Mohammad was turned out of the job but Deen Mohammad had told him that he had been turned out of the job by the management. Then the workman examined himself as WW-3. He deposed that he was turned out of the job by the management on and from 16th June, 1976 but in his demand notice he had stated that his services had been terminated with effect from 18th May, 1977. There is difference of about one year in the time mentioned against termination of his services in the demand notice and statement. He denied to have received an advance of Rs. 1,300. He denied that he was absent from 17th May, 1977 to 30th May, 1977. He further stated that he had complained to the Labour Officer on 17th or 18th but could not give month and the year. He admitted that there was one Saw machine only with the management. He admitted that Parma Chauhan and Bahadur Chauhan were working with him and Ram Nath had also joined later. He could not identify a letter of Parma Chauhan. Then WW-4 is a Photographer who had taken the photographs mark. A receipt mark B. Photos could not be exhibited as negatives were not produced. Exhibit W-1 is dated 30th June, 1977 which is reply to the demand notice. Ex. M 5 is a letter from the management to the workman to the effect that the workman was absent without information. Exhibit M-6 is postal receipt. Exhibit M-4 is another letter from the management to the workman dated

20th May, 1977 informing him that the workman was absent from 17th May, 1977 without information to the management and that he was habitually late. By this letter the management asked this workman to report for duty within two days thereof, otherwise the management shall be compelled to remove him from services. Exhibit M-8 is voucher witnessing an advance of Rs. 1,300 to Shri Deen Mohammad. It bears thumb mark on revenue stamp. Exhibit M-10 is a letter from Shri Parma Chauhan stating that now Sunil Timber had no saw machines on lease with them and therefore he was leaving service of his own. Similar is letter Exhibit M-11 from Shri Ram Nath. Exhibit M-2 is a copy of agreement deed executed between Shri Nanu Lal Aggarwal and Shri Vishwa Nath. Exhibited M-1 is another agreement executed between Shri Prem Chand and Shri Vishwa Nath for Sunil Timber. Exhibit M-9 is extract from cash book. Exhibit M-3 is extract from attendance register. In this attendance register the workman is shown as absent in the month of April, 1977 on 11 to 15 and 27 and in May, 1977 on 10 and from 17 to 31.

From the over whelming evidence issue No. 1 is proved in favour of the management. The management has closed their business which has been taken over by M/s Manoj Trading Company and the workman absented for more than 10 days and lost his lien. Exhibit M-4 is the letter of the management dated 20th May, 1977 to the workman clearly proves that the workman remained absent and thereby lost lien on the job.

Issues No. 2.—As issue No. 1 has been proved in favour of the management, issue No. 2 has become redundant. It was not the management who terminated the services of the workman but it was the workman who lost his lien on the job by his own conduct, hence justifiability or otherwise of termination of services of the workman is out of question.

As a result of my discussions and findings on the issues, I answer the reference and give my award that the management did not terminate the services of the workman Shri Deen Mohammad and hence the question of justifiability or otherwise of the alleged termination of service is out of question. The workman himself lost his lien on the job by remaining absent. Moreover the business of the management has also been closed. The workman is not entitled to any relief.

Dated 31st May, 1979.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 458 dated, 4th June, 1979

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

The 8th June, 1979

No. 11(112)-3Lab-79/5842.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/s Mittal Woollen Industries, Panipat.

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 19 of 1977

between

SHRI DALIP CHAND, SHRI JAI PAL AND SHRI OM PARKASH WORKMAN AND THE
MANAGEMENT OF M/S MITTAL WOOLLEN INDUSTRIES, PANIPAT

Present—

No one for the workman
Shri Surinder Kaushal for the management.

AWARD

By order No. ID/KNL/21910, dated 4th June, 1977 the Governor of Haryana referred the following disputes between the management of M/s Mittal Woollen Industries, Panipat and its workman Shri Dalip Chand, Shri Jai Pal and Shri Om Parkash to this court, for adjudication in exercise of the powers conferred by clause (c), of sub-section (1) of section 10 of the Industrial Disputes Act, 1947.—

Whether the termination of services of the following workmen was justified and in order? If not to what relief are they entitled?

(1) Shri Dalip Chand.

(2) Shri Jai Pal.

(3) Shri Om Parkash.

On receipt of order of reference, notices were issued to the parties. The parties filed their pleadings. On the pleading of the parties the following issues were framed by my learned predecessor on 2nd August, 1977.

(1) Whether Shri Dalip Chand workman resigned his job on 10th June, 1976 in accordance with Law ?

(2) Whether Sarvshri Jai Pal and Om Parkash abandoned their jobs of their own accord voluntarily ?

(3) As per reference ?

The management produced their evidence and examined three witnesses MW-1 Shri Jai Singh, Motor Driver stated that on 2nd June, 1976 he was bringing Sarvshri Radhy Shyam and Satish Kumar partner of the management concerned in the Car to the premises of the factory when the Car was stopped by Sarvshri Jai Pal and Om Parkash near the factory and he was forcibly brought down. He stated in cross-examination that 8 or 9 workmen used to sit outside the factory premises by way of Dharna before 2nd June, 1976. Shri Rajander Kumar MW-2 Manager of the management concerned stated that the machines of the factory were opened for repairs on 26th May, 1976 and the management advised their workmen to go on leave for 3 or 4 days but the workmen instead of going on leave began sitting outside the factory by way of Dharna instead of joining duties to do work on 27th May, 1976. He produced attendance register Ex-M-1, Charge sheet served on Jai Pal and Shri Om Parkash Ex-M-2. Postal receipts Ex-M-3 and M-4 subsequently letters sent to the workmen for their explanation to the charge-sheet for their being absent from duty Ex-M-5 and M-6, Ex-M-7 and M-8 are the Under Postal Certificate in respect of despatch of M-5 and M-6. He stated that no reply was received from them till 30th June, 1976 when their names were not carried in the attendance register in next month. Shri Satish Kumar Partner of the management M-W-3 corroborated the statements of M-W-1 and MW-2 and stated that the workers refused to agree to the request of the management to proceed on leave from 25th May, 1976 and therefore each workman was provided with an alternative job on afternoon of 26th May, 1976. They decline to do the alternative work and did not turn up on duty on 27th May, 1976. He produced a copy of letter sent to the Labour Officer, Panipat Ex-M-9 intimating that the workmen have not turned up on their duty. He produced the original resignation letter of Shri Dalip Singh workman. The resignation letter does not bear any date of resignation but in para No. 5 of the written statement the date of resignation is mentioned as 10th June, 1976. Headmitted in cross examination Ex. W-1 as a copy of settlement arrived at between the workmen and the management where in no settlement was made in respect of Shri Jai Pal and Shri Om Parkash and Dalip Chand. In Ex-M-1 Shri Om Parkash and Jai Pal appear at S. No. 7 and 8 in the month of May, 1976 and are marked absent from 7th May, 1976. In the month of June, 1976 also their names appears at S. No. 7 and 8 and are marked absent from 1st June, 1976 to 30th June, 1976. In the reference the 3rd workman is named as Dalip Chand in the claim statement also the workman has described himself as Dalip Chand where as in the written statement he is named as Dalip Raj, in the attendance register also his name is shown as Dalip Raj at S. No. 17 for the month of May, 1976 and S. No. 16 for the month of June, 1976. In May, 1976 he is shown as absent from 27th May, 1976 and in June, 1976 except 2nd shift of 2nd June, 1976 (when he is shown as present). He is shown as absent up to 10th June, 1976 when his name has been struck-off and written "LEFT". In the resignation letter Ex.-M-10 his thumb impression is marked as L.T.I. of Shri Dalip Singh. In issue No. 1 the name of the workman is mentioned as Shri Dalip Raj workman. Be it as it may, Dalip Chand, Dalip Raj, and Dalip Singh appears to be one and the same person as no other workmen of this name is shown as employee of the management and the issue has been framed as Dalip Raj. The workmen were given numerous opportunity to produce their evidence on 2nd December, 1977, on wards till 23rd November, 1978 and on the failure of the workmen to produce their evidence. The evidence of the workman was closed by the order of my Learned Predecessor on 23rd November, 1978 and in the absence of the rebuttal evidence of the workman. I have no reason to disbelieve the evidence produced by the management.

I, therefore, give my issue wise findings as under :—

Issue No. 1.—Ex-M-10 the resignation letter has not been controverted. The plea of the resignation was taken by the management in para No. 5 of the written statement filed on 2nd August 1977 and no suggestion has been put to MW-3 who exhibited M-10 on the file suggesting the resignation letter to be taken or concocted. I therefore, hold that the workman Dalip Raj resigned his post of his own accord and the resignation was accepted by the management.

Issue No. 2.—Shri Jai Pal and Shri Om Parkash who attended during the 2nd shift on 26th May, 1976 and absented from duties from 27th May, 1976 and did not report back upto 30th June, 1976 and are suppose to have abandoned their job voluntarily of their own accord as the management did inform the Labour Officer,—*vide* Ex-M-9 that the workman did not turn up on 27th May, 1976.

Issue No. 3.—In view of my finding on issue No. 1 and 2 above I hold that Shri Dalip Raj resigned his post and Shri Jai Pal and Shri Om Parkash abandoned their job and answer the reference that the question of termination of services of these workmen did not arise and the action of the management was justified and in order and these workmen are not entitled to any further relief.

Dated the 30th May, 1979.

BABU RAM GOYAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

Endst. No. 1291, dated 1st June, 1979

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Department, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

BABU RAM GOYAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 11(112)-3Lab-79/5843.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and the management of M/s. Prince Potteries Najafgarh Road, Bahadurgarh.

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK.

Reference No. 48 of 1978.

Between

SHRI JAI HIND AND SHRI RAM BADAN WORKMEN AND THE MANAGEMENT OF M/S. PRINCE
POTTERIES, NAJAFGARH ROAD, BAHADURGARH.

Present:— No one for the workmen.
Shri. Darshan Singh for the management.

AWARD

By order No. ID/RK/1-78/91126, dated 14th March, 1978 the Governor of Haryana referred the following disputes between the management of M/s, Prince Potteries, Najafgarh Road, Bahadurgarh and its workmen Shri Jai Hind and Shri Ram Badan to this Court, for adjudication in exercise of the powers conferred by clause (c) of the Sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

“Whether the termination of services of Sarvshri Jai Hind and Ram Badan were justified and in order
If not, to what relief are they entitled ?

On receipt of order of reference, notices were issued to the parties and parties filed their pleadings on which the following issues were framed by my learned Predecessor on 20th September, 1978:

1. Whether this Industrial Dispute does not fall under section 2-A of the Industrial Disputes, Act, If so to what effect?
2. Whether the termination of services of the workman by the management was justified and in order ?
3. If not to what relief are they entitled ?

And the case was fixed for the evidence of the management. The management produced their evidence on 16th February, 1979 and examined Shri Darshan Singh, Proprietor and Manager of the management as MW-1 who stated that Ram Badan Workman joined the factory on 1st March, 1977 and left on 3rd August, 1977 after resigning and exhibited a photo-stat copy of the resignation as Ex-M-1. He produced a copy of the abstract from the attendance register and the payment of wages register also for inspection. According to him Shri Jai Hind workman worked upto 3rd August, 1977 and then resigned and the produced photo-stat copy of his resignation as Ex-M-2. He testified payment of wages to the workmen upto 3rd August, 1977 when the factory was closed due to flood waters. The case was adjourned for remaining evidence of the management for 28th March, 1979 but on 28th March, 1979 Shri Karan Singh appeared for the workmen and obtained adjournment because Shri Onkar Parshad who was appearing on behalf the workmen had since died. The case was adjourned to 13th April, 1979 when no one appeared on behalf of the workmen and *ex-parte*. Evidence of the management was recorded. Shri Dhan Singh, General Secretary, Potteries Workers Union, Bahadurgarh appeared as M.W.-2 and stated on oath that the workmen had tendered their resignations in his presence of their own free-will which were accepted by the management and verified his witness whereof on the resignation, photo-stat copy Ex-M-1 and M-2 and stated that the management made the payment of the dues to the workmen then and there. The workmen having been proceeded *Ex-parte* on 13th April, 1979 did not produce any evidence. *ex-parte* arguments heard by me on 13th April, 1979 and I give my issue-wise findings as under :

Issue No. 1—

The reference is in respect of 2 workmen. The demand notice received with the reference was submitted by both these workmen jointly to the management and a single reference has been made in respect of both

these workmen. Therefore, it cannot be said that it is a case of dismissal of individual workmen and this cannot fall under section 2-A of the Industrial Disputes Act., 1947. No evidence has been led before me that the reference has been espoused by any substantial number of the members of the union to which these workmen may have belonged and therefore this reference is bad in law.

Issue No. 2:—

So far issue No. 2 is concerned it has been proved by the management that the workman resigned from their job and the management did not terminate their services. The resignations were accepted by the management. Therefore the question of justifiability or otherwise of the termination of their services does not arise, and in these circumstance I decide issue No. 2 in favour of the management and against the workmen and in the light of my above findings I decide issue No. 3 also and answer the award that the workmen having resigned their services are not entitled to any further relief.

Dated 30th May, 1979.

BABU RAM GOYAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

Endst. No. 1293, dated 1st June, 1979.

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the I.D. Act.

BABU RAM GOYAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

G. V. GUPTA,
Commissioner and Secy.

GENERAL ADMINISTRATION (SERVICES)

The 14th June, 1979

No. 32/1/79-H(B).—The Governor of Haryana is pleased to make the following confirmation in the H. C. S.. (Executive Branch), with effect from 19th December, 1973 as indicated below :—

Name of the Officer	From	To	With effect from	Remarks
Shri Jawahar Lal Area	Extra Assistant Commissioner Selection Grade Officiating	Extra Assistant Commissioner Selection Grade substantive Permanent	19th December, 1973	The confirmation of Shri Arora for the period 19th December, 1973 to 31st July, 1977 will be against a supernumerary post created,—vide Haryana Government endst. No. 32/1/79-S (A), dated 14th June, 1979. From 1st August, 1977 onwards the confirmation of Shri Arora, will stand against the permanent vacancy in the Selection Grade caused by the retirement of Shri B. R. Nagpal, H.C.S.,

R. D. GARG,
Deputy Secretary, Political & Services,
for Chief Secretary to Government, Haryana.